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REISSUE APPLICATION DECLARATION BY THE INVENTOR

Docket Number (Optional)

SEA0820P0882US

As a below named inventor, I hereby declare that:

My residence, mailing address and citizenship are stated below next to my name.

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if plural names are listed below) of the subject matter which is described and claimed

in patent number 6,050,451, granted April 18, 2000, and for which a reissue patent is sought on the invention entitled Dispensing Structure Incorporating A Valve-

Containing Fitment For Mounting To A Container And A Package With A Dispensing,
the specification of which Structure

☒ is attached hereto.

☐ was filed on _____ as reissue application number _____ / _____
and was amended on _____.

(If applicable)

I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56.

I verily believe the original patent to be wholly or partly inoperative or invalid, for the reasons described below. (Check all boxes that apply.)

☐ by reason of a defective specification or drawing.

☒ by reason of the patentee claiming more or less than he had the right to claim in the patent.

☐ by reason of other errors.

At least one error upon which reissue is based is described below. If the reissue is a broadening reissue, such must be stated with an explanation as to the nature of the broadening:

See attached Appendix Entitled "Description Of The Errors Upon Which Reissue Is Based"

[Page 1 of 3]

Burden Hour Statement: This form is estimated to take 0.5 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

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(REISSUE APPLICATION DECLARATION BY THE INVENTOR, page 2)

Docket Number (Optional)

SEA0820P0882US

All errors corrected in this reissue application arose without any deceptive intention on the part of the applicant. As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the United States Patent and Trademark Office connected therewith.

Name(s) Registration Number

Paul M. Odell 28,332

Joel E. Siegel 25,440

Stephen D. Geimer 28,846

Correspondence Address: Direct all communications about the application to:



Customer Number

01942

Type Customer Number here



Place Customer Number Bar
Code Label here
PATENT TRADEMARK OFFICE

<input checked="" type="checkbox"/> Firm or Individual Name	Rockey, Milnamow & Katz, Ltd.				
Address	Two Prudential Plaza, Suite 4700				
Address	180 North Stetson				
City	Chicago	State	IL	Zip	60601
Country	U.S.A.				
Telephone	(312) 616-5400	Fax	(312) 616-5460		

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine and imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this declaration is directed.

Full name of sole or first inventor (given name, family name)

John M. Hess, III

Inventor's signature

John M. Hess, III

Date

2/4/02

Residence 5105 Amberwood Court,
Midland, Michigan 48640

Citizenship

U.S.

Mailing Address

same as residence

Full name of second joint inventor (given name, family name)

Stuart R. Brown

Inventor's signature

Stuart R. Brown

Date

2/4/02

Residence 4414 Trail Wood Circle South,
Midland, Michigan 48642

Citizenship

U.S.

Mailing Address

same as residence

Full name of third joint inventor (given name, family name)

Joel R. Robinson

Inventor's signature

Joel R. Robinson

Date

02-04-02

Residence 3547 Boy Scout Road,
Bay City, Michian 48706

Citizenship

U.S.

Mailing Address

same as residence

☒ Additional joint inventors are named on separately numbered sheets attached hereto.

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(REISSUE APPLICATION DECLARATION BY THE INVENTOR, page 3.)

Docket Number (Optional)
SEA0820P0882US

All errors corrected in this reissue application arose without any deceptive intention on the part of the applicant. As a named inventor, I hereby appoint the following attorney(s) and/or agent(s) to prosecute this application and transact all business in the United States Patent and Trademark Office connected therewith.

Name(s)

Registration Number

Correspondence Address: Direct all communications about the application to:

☐

Customer Number

Type Customer Number here

Place Customer Number Bar
Code Label here☐Firm or
Individual Name

Address

Address

City

State

Zip

Country

Telephone

Fax

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine and imprisonment, or both, under 18 U.S.C. 1001, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this declaration is directed.

Full name of fourth joint (given name, family name)

Timothy R. Socier

Inventor's signature

Timothy R. Socier

Date

FEB 4, 2002

Residence

1700 Prairie Street
Essexville, Michigan 48732

Citizenship

U.S.

Mailing Address

same as residence

Full name of second joint inventor (given name, family name)

Inventor's signature

Date

Residence

Citizenship

Mailing Address

Full name of third joint inventor (given name, family name)

Inventor's signature

Date

Residence

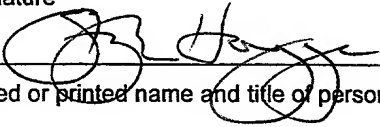
Citizenship

Mailing Address

☐

Additional joint inventors are named on separately numbered sheets attached hereto.

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REISSUE APPLICATION: CONSENT OF ASSIGNEE; STATEMENT OF NON-ASSIGNMENT		Docket Number (Optional) SEA0820P0882US
This is part of the application for a reissue patent based on the original patent identified below.		
Name of Patentee(s) John M. Hess, III et al.		
Patent Number 6,050,451	Date Patent Issued April 18, 2000	
Title of Invention Dispensing Structure Incorporating A Valve-Containing Fitment For Mounting To A Container And A Package With A Dispensing Structure		
<p>1. <input checked="" type="checkbox"/> Filed herein is a statement under 37 CFR 3.73(b). (Form PTO/SB/96)</p> <p>2. <input type="checkbox"/> Ownership of the patent is in the inventor(s), and no assignment of the patent is in effect.</p> <p>One of boxes 1 or 2 above must be checked. If multiple assignees, complete this form for each assignee. If box 2 is checked, skip the next entry and go directly to "Name of Assignee".</p> <p>The written consent of all assignees and inventors owning an undivided interest in the original patent is included in this application for reissue.</p>		
<p>The assignee(s) owning an undivided interest in said original patent is/are <u>Seaquist Closures Foreign, Inc.</u> and the assignee(s) consents to the accompanying application for reissue.</p>		
Name of assignee/inventor (if not assigned) Seaquist Closures Foreign, Inc.		
Signature 	Date 2/24/02	
Typed or printed name and title of person signing for assignee (if assigned) Stephen J. Hagge, Secretary and Treasurer		

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Assignment

Serial No. 09/196,301

Filed November 19, 1998

In Consideration of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, the entire right, title and interest in the invention or improvements of the undersigned in A DISPENSING STRUCTURE INCORPORATING A VALVE-CONTAINING FITMENT FOR MOUNTING TO A CONTAINER AND A PACKAGE WITH A DISPENSING STRUCTURE and in the application for Letters Patent of the United States therefor, executed by the undersigned concurrently herewith, and in any reissue or extension of any Letters Patent that may be granted upon said application are hereby assigned by the undersigned to APTARGROUP, INC., a Delaware corporation and the successors, legal representatives and assigns of APTARGROUP, INC. hereinafter collectively called said Assignee), and the Commissioner of Patents and Trademarks is hereby authorized and requested by the undersigned to issue said Letters Patent to said Assignee.

For said considerations it is hereby agreed by the undersigned, upon the request of said Assignee, to execute any necessary and proper oaths or affidavits relating to said application or required for the filing or prosecution of any divisional or continuing application thereof or for the filing or prosecution of any application for the reissue or extension of any Letters Patent that may be granted on said invention or improvements that said Assignee may deem necessary or expedient, and for the said considerations it is further agreed by the undersigned, upon the request of said Assignee, in the event of said application or any division thereof, or Letters Patent issued thereon, or any reissue or application for the reissue thereof, becoming involved in Interference, to cooperate to the best of the ability of the undersigned with said Assignee in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof, and further to perform, upon such request, any and all affirmative acts to obtain said Letters Patent and vest all rights therein hereby conveyed in the said Assignee as fully and entirely as the same would have been held and enjoyed by the undersigned if this assignment and sale had not been made. And for the said considerations the entire right, title and interest in said invention or improvements, including all priority rights, and the right to claim priority rights and the privileges and benefits thereof, including those under the International Convention, and all other Conventions, and the right to file applications for patent in said Assignee's own name for said invention or improvements in each and every country of the world are hereby assigned and granted by the undersigned to said Assignee. It is further agreed by the undersigned, upon the request of said Assignee, to execute any and all documents that shall be required of the undersigned to be executed in connection with any and all applications for foreign Letters Patent therefor, including the prosecution thereof, and to execute any and all documents necessary to invest title in said foreign applications and patents in said Assignee. The undersigned also further agrees, for the said considerations, upon the request of said Assignee, to promptly perform all lawful acts deemed by said Assignee to be necessary or advisable in connection with maintaining, enforcing, or transferring the resulting grants of said Letters Patent in the United States or foreign countries. It is agreed that such lawful

Serial No. 09/196,301

Filed November 19, 1998

acts include, but are not limited to, taking oaths, executing declarations, powers, assignments and other papers and giving testimony. The attorneys of record in such application for patent are hereby authorized and requested by the undersigned to insert in this Assignment the date and serial number thereof in the places provided therefor.

John M. Hess III (Seal)
John M. Hess III

Stuart R. Brown (Seal)
Stuart R. Brown

Joel R. Robinson (Seal)
Joel R. Robinson

Timothy R. Socier (Seal)
Timothy R. Socier

State of MICHIGAN)
County of MIDLAND) ss.

On NOVEMBER 16, 1998, John M. Hess III, Stuart R. Brown, Joel R. Robinson,
and Timothy R. Socier

_____ appeared before me, a
Notary Public in and for the State and County aforesaid, and acknowledged that they
_____ freely and voluntarily subscribed and executed the foregoing Assignment for the purposes
and uses therein expressed.

(SEAL) *Dawn E. Briggs*
Notary Public
Midland County, Midland, MI
My Commission Expires: 2/5/99

ASSIGNMENT

WHEREAS, APTARGROUP, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware, United States of America, having an office at 475 West Terra Cotta, Crystal Lake, Illinois 60014, United States of America, hereinafter referred to as "ASSIGNOR," acquired by assignment dated November 16, 1998 from the joint inventors, their entire right, title and interest in and to an invention relating to

**A DISPENSING STRUCTURE INCORPORATING A VALVE-CONTAINING FITMENT
FOR MOUNTING TO A CONTAINER AND A PACKAGE WITH A DISPENSING STRUCTURE**

and to an application thereon for Letters Patent in the United States of America, which was filed on November 19, 1998 under Serial No. 09/196,301, and which issued on April 18, 2000 as U.S. Patent No. 6,050,451;

WHEREAS, SEAQUIST CLOSURES FOREIGN, INC., a corporation organized and existing under and by virtue of the laws of the State of Delaware, United States of America, having an office at 475 West Terra Cotta, Crystal Lake, Illinois 60014, United States of America, hereinafter referred to as "ASSIGNEE," is desirous of acquiring the entire right, title and interest in and to said patent;

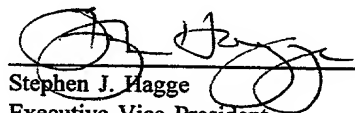
NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does sell, assign, transfer and set over to ASSIGNEE, all of ASSIGNOR'S right, title, and interest in and to the Patent, and including ASSIGNOR'S right, title, and interest in and to any and all continuations, divisions, reissues, reexaminations, and extensions of the foregoing, which ASSIGNOR may have by operation of law or otherwise, and including the subject matter of all claims which may be obtained therefrom for ASSIGNEE'S own use and enjoyment, and for the use and enjoyment of ASSIGNEE'S successors, assigns or other legal representatives, to the full end of the term for which said Patent is granted, to the extent the same would have been held and enjoyed by ASSIGNOR if this Assignment and sale had not been made; together with all of ASSIGNOR'S right, title, and interest in and to any income, royalties, damages or payments now or hereafter due and/or payable, including, without limitation, all of ASSIGNOR'S right, title, and interest in and to any claims for damages or other unauthorized use of the Patent, continuations, divisions, reissues, reexaminations, and extensions of the foregoing, with the right to sue for past, present, and future infringements and to collect damages for ASSIGNEE'S own use and enjoyment, and for the use and enjoyment of ASSIGNEE'S successors, assigns, or other legal representatives.

ASSIGNOR also further agrees, for the said consideration, upon the request of ASSIGNEE, to promptly perform all lawful acts deemed by ASSIGNEE to be necessary or advisable in connection with maintaining, enforcing, or transferring said Patent. It is agreed that such lawful acts include, but are not limited to, giving testimony, taking oaths, executing declarations, affidavits, powers of attorney, assignments, and other papers. ASSIGNOR further agrees for the said consideration, that upon request of ASSIGNEE, ASSIGNOR will communicate to ASSIGNEE, its successors, assigns, or other legal representatives all material facts and provide ASSIGNEE with all available documentation thereof in the possession or control of ASSIGNOR or ASSIGNOR'S successors, assigns, or other legal representatives, as the case may be, relating in any way to the invention and Patent, including the history thereof, and shall testify as to the same in any interference, litigation or any other proceeding in the United States including its territorial

possessions and in any other country when requested to do so by ASSIGNEE, its successors, assigns, or other legal representatives.

IN WITNESS WHEREOF, ASSIGNOR has executed this instrument as of the date written below.

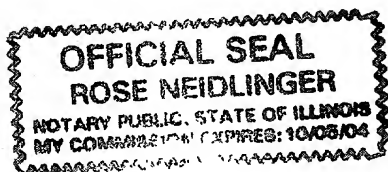
APTARGROUP, INC.

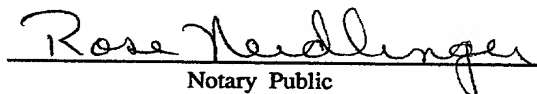


Stephen J. Hagge
Executive Vice President,
Chief Financial Officer, and Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF McHENRY)

Stephen J. Hagge, personally known to me, appeared before me this 7th day of DECEMBER 2001, in the State and County aforesaid, and acknowledged that he freely and voluntarily subscribed and executed the foregoing Assignment for the purposes and uses therein expressed.





Notary Public

My commissioner expires: 10/5/04